

## City of Ankeny



### Release of Liability

I hereby acknowledge that I voluntarily have applied to participate and use, with my dog(s), the Ankeny Dog Park owned and operated by the City of Ankeny. I understand that the act of unleashing my dog(s) and being physically present within the Dog Park necessarily involves risks of injury to me, other people, my dog(s), and other dogs. I understand that the aforementioned risks are entirely my responsibility and I expressly assume all of these risks.

I understand that the permit system is not established to guarantee that dogs in the park are safe or healthy. I further understand that dogs, irrespective of their training and usual past behavior or characteristics, may act or react unpredictably at times based upon instinct or circumstances, and I agree to assume the risk of injury to me, any individual (including children) accompanying me in the Dog Park and my dog(s). I also agree to abide by all conditions and restrictions detailed on signs located in or around the Dog Park. I understand that this risk may result from fierce, aggressive, vicious and dangerous dogs which may be present in the Dog Park.

I further understand and assume the risk that not all dogs in the Dog Park may have been vaccinated for distemper, parvo, or rabies all of which could result in injury to me and my dog(s) or companions. Additional risks include, but are not limited to: dog fights, dog bites and injuries to humans and other dogs; dog theft or unlawful capture; dog escape over or under fences; dog drowning in the pond; plants and/or water sources in the area may be poisonous to dogs or people; park vegetation may have burrs or seeds that could become tangled in a dog's coat or lodge in a dog's feet, ears, nose or eyes; mosquitoes, ticks, chiggers, fleas or other insects may be present; wild animals such as skunks, raccoons, opossums, or stray dogs could be present in the park, all of which might injure or infect my dog(s). The Dog Park pond is a natural body of water and is not chemically treated. If owners allow dogs to swim, it is at their own risk. I understand and expressly assume all risks.

It is my understanding that no agent or employee of the City of Ankeny will supervise the Dog Park at any time. I, therefore expressly assume all risks associated with using the Dog Park, as well as fixtures and equipment located therein, in an unsupervised manner.

By signing this release of liability and using the Dog Park, I hereby fully and forever release and discharge the City of Ankeny, the Parks and Recreation Department, and their employees, agents, and volunteers from any claims, demands, damages, rights of action or causes of action present of future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of said Dog Park from any and all negligent, reckless, or intentional acts or omissions of others that may occur at the Dog Park. I hereby assume sole responsibility for my own actions or omissions, the actions or omissions of my children to the extent permitted by law, and the behavior of my dog(s) and agree to indemnify and save harmless the City of Ankeny, the Parks and Recreation Department, their employees, agents, and volunteers for any damage resulting in bodily injury, death, property loss, including legal and expert witness fees, caused by actions or omissions attributable to me, my children, or my dogs.

I have carefully read this release of liability and understand and fully agree with its contents. I also have received a copy of the Dog Park rules and I agree by my signature below to fully comply with these rules and to inform others I bring into the facility, including children, of these rules and will ensure their compliance with the rules. My signature also confirms that I am not aware of any instance in which the dog I am requesting an annual permit or daily pass for has shown aggressive, fighting, or biting behavior towards other animals or people.

Dog Owner

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Additional Handler

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_